PRE BID QUERIES REPLY

Name Of Work: Construction of 3-Lane Bi-Directional Road Underpass on Bellary Road between Hebbal Junction and UAS Staff Quarters via (KVAFSU) Campus, Bengaluru on EPC Mode.

Sl. No.	Clause No, Section & Pg. No.	Original Clause in the Tender	Clarifications Requested	Reply
1	Cl. 17.1, DCA Article 17, Pg. No 84	The Contractor shall be responsible……10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and Tunnels.	The Bidder requests to reduce the Defect Liability Period to 2 years.	Tender Conditions remain unchanged.
2	Cl. 3.1 (iv), Article 3 (Obligations of the Authority), Pg. 18	Delay in providing the Right of Way or approval of GAD by railway authorities, as the case may be, in accordance with the provisions of Clause 3.1 (iii) shall entitle the Contractor to Damages in a sum calculated in accordance with the provisions of Clause 8.3 of this Agreement and Time Extension in accordance with the provisions of Clause 10.5 of this Agreement. For the avoidance ……	Bidder request to provide damages as per actuals.	Tender Conditions remain unchanged.
3	Cl. 3.1 (v), Article 3, Obligations of the Authority, Pg. 23	Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that the aggregate Damages payable under Clauses 3.1 (iv), 8.3 and 9.5 shall not exceed 1% (one per cent) of the Contract Price. ……	Bidder request to provide damages as per actuals	Tender Conditions remain unchanged.
4	Cl. 4.8, Article 4, Unforeseen difficulties, Pg. 29	Except as otherwise stated in the Agreement: (a) the Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works; (b) the Contract Price shall not be adjusted to	Bidder requests to delete this provision.	Tender Conditions remain unchanged.

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		take account of any unforeseen difficulties or costs; and (c) the Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs.		
5	Cl. 4.11 (i), Article 4, Site Data, Pg. 30	The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before entering into the Agreement in all material respects including but not limited to:) the form and nature of the Site (including, inter-alia, the surface and subsurface conditions and geo-technical factors);…….	It may be difficult for any prudent Bidder to examine the Site of works and other factors in such short period of time. It is requested to delete Cl. 4.11 (i).	Tender Conditions remain unchanged. Please see Corrigendum -1 for modified bidding process dates.
6	Cl. 5.1 (iii), Article 5, Representations and warranties of the Contractor, Pg.34	The Contractor is fully aware that the Agreement is inter linked with the other Project contracts and the non-performance or deficient performance or default by the Contractor and/or any of the Contractor's personnel or Subcontractors under one among the said contracts will have bearing on the other contracts and the evaluation of the Contractor's performance under the Agreement and the Project itself.	It may be difficult for any prudent Bidder to examine and verify and understand the terms and scope of interlined contracts and their status in such short period of time. It is requested to provide copies of the terms of the other contracts and other agreements the Authority has negotiated and entered into or likely to enter, to understand the consequences.	Tender Conditions remain unchanged.
7	Cl. 7.4 (i), Article 7, (Release of Performance Security), Pg. No 41	The Authority shall return the Performance Security to the Contractor within 60 (sixty) days of the expiry of the Maintenance Period or the Defects Liability Period, whichever is later, under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects	It is requested to release 50% Performance Security to the Contractor upon issuance of the Completion Certificate and balance 50% Performance Security upon expiry of the Maintenance Period or the Defects Liability Period,	Tender Conditions remain unchanged.

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		identified during the Defects Liability Period have been rectified.	whichever is later.	
8	Cl. 7.5 (i), Article 7, (Retention Money), Pg. No 42	From every payment for Works due to the Contractor in accordance with the provisions of Clause 19.5, the Authority shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the "**Retention Money**") subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price.	Bidder requests to allow for submission of upfront BG to avoid deduction against Retention Money from Stage Payments. Alternatively, the money deducted against Retention Money be released by the Authority in tranches of 1% of Contract Price against submission of BG of equivalent amount by the Contractor. Bidder request to provide the form of retention BG also.	Please see Amendment-1
9	Cl. 8.2 (v), Article 8, (Procurement of the Site), Pg. 43	The Authority further acknowledges and agrees that prior to the Appointed Date, it shall have procured issuance of the statutory notification under Applicable Laws for vesting of all the land comprising the Project in the Authority and has taken possession of area for Construction Zone for at least 90% (ninety per cent) of the total length of the Project Highway….	Bidder requests to provide current status of land under the possession of the Authority.	Notification has been done by BBMP under section 14B (4)(i) No. BBMP/C.Comm/PSR(G)/1059/2025-26 Dated: 24-07-2025 Presently Land Accusation is under Progress . Consent is obtained from the land owners.
10	Cl. 8.3 (i), Article 8, Damages for delay in handing over the Site, Pg. No	In the event the Right of Way to any part of the Site is not provided by the Authority on or before the date(s) specified in Clause 8.2 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Authority shall pay Damages to the Contractor a sum calculated in accordance with the	Bidder request to provide damages as per actuals	Tender Conditions remain unchanged.

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	41	following formula for and in ……..		
11	Cl. 8.3 (iii) (c), Article 8, Pg. No 46	Provided further that in case such stretches (as mentioned in Sub-Clause (b) above) can be handed over to the Contractor before the expiry of the original Scheduled Construction Period of the Project Highway, and the Contractor agrees to take up the work, the same may be allowed to be executed by him with corresponding Extension of Time, subject to the condition that the Contractor shall not be entitled to raise any claims on account of prolongation costs in this behalf.	Bidder request to delete the concluding para of the para *"…. subject to the condition that the Contractor shall not be entitled to raise any claims on account of prolongation costs in this behalf."*	Tender Conditions remain unchanged.
12	Cl. 9.4, Article 9, Felling of trees, Pg. 50	…….. For the avoidance of doubt, the Parties agree that if any felling of tree hereunder is in a forest area, the Applicable Permit thereof shall be procured by the Authority within the time specified in the Agreement.	Bidder requests to provide details and the status of Applicable Permits for felling of trees in forest area.	Amendment-1
13	Cl. 9.5, Article 9, Dismantling of structures, Pg. 51	……. the compensation for which, was paid by the Authority to the land owners and the lands were handed over to the Contractor as per Schedule B-I……	Bidder understands that 100% compensation has already been paid by the Authority to all concerned land & structure owners and the Contractor can commence dismantling works immediately. Please provide the status of compensation paid.	Amendment-1
14	Cl. 9.6, Article 9, (Development Period), Pg 51	The Contractor may commence pre-construction activities like utility shifting, boundary wall construction or any other activity assigned to the Contractor by the Authority to enable construction of the Project Highway immediately after signing of the Agreement, to the extent that such work is ready for execution….	It is understood that Authority shall provide complete details of compensation paid by the Authority to the land owners along with applicable permit for felling of trees, status of approval of estimates of utilities and deposition of the supervision charges, latest by the	Tender conditions are self-explanatory. Tender Conditions remain unchanged.

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			date of signing of Agreement so that dismantling of structures, felling of trees and utility shifting could be taken-up by the Contractor at the earliest.	
15	10.2 (v), Article 10, Design and Drawings, Pg. 55	Any cost or delay in construction arising from review/ approval by the Authority's Engineer shall be borne by the Contractor.	Bidder request for deletion of this condition. The delay caused by actions of one party cannot be imposed on other party.	Tender conditions remain unchanged.
16	Cl. 10.3 (iv), Article 10, Construction of the Project Road, Pg. No 57	In the event that the Contractor fails to achieve the Project Completion within a period of 90 (ninety) days from the Schedule Completion Date set forth in Schedule-J, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, the contractor shall be deemed to be ineligible for bidding any future projects of the Authority, both as the sole party or as one of the parties of Joint Venture/ Consortium during the period from Scheduled Completion Date to issuance of Completion Certificate. This restriction is applicable if the contract value of the delayed project is not less than Rs. 300 Crore.	Bidder request to modify the Clause as under: In the event that the Contractor fails to achieve the Project Completion within a period of 90 (ninety) days from the Schedule Completion Date set forth in Schedule-J, for the reasons solely <u>attributable to the Contractor,</u> the contractor shall be deemed to be ineligible for bidding any future projects of the Authority, both as the sole party or as one of the parties of Joint Venture/ Consortium during the period from Scheduled Completion Date to issuance of Completion Certificate. This restriction is applicable if the contract value of the delayed project is not less than Rs. 300 Crore.	Tender conditions remain unchanged.
17	Cl. 13.1 (ii), Article 13, (Change of	Provided that any such Change of Scope, excluding major structures (e.g. Major Bridge/ ROB/ RUB/ Flyover/ elevated road of more	Bidder requests the Authority to delete the following from the said	Tender conditions remain unchanged.

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	Scope), Pg. 72	than 50 m length) may be required and agreed to be executed between the parties beyond the period of six months of the Appointed Date but before expiry of 50% of the original Scheduled Construction Period of the Project Road, subject to the condition that it shall not entail any claims (e.g. Extension of Time/ Prolongation related claims), against the Authority.	clause: - "…, subject to the condition that it shall not entail any claims (EOT/Prolongation related claims) against the Authority."	
18	Cl. 14.1 (i), Article 14, (Maintenance Obligation of the Contractor), Pg. 76	The Contractor shall maintain the Project Highway for a period of 10 (ten) years, corresponding to the Defects Liability Period, commencing from the date of the Completion Certificate (the "**Maintenance Period**").	Bidder request to reduce the Maintenance Period to 2 Years from the date of the Completion Certificate.	Tender conditions remain unchanged.
19	Cl. 14.1 (i) (a), Article 14, (Maintenance Obligation of the Contractor), Pg 76	For flexible pavement with 5 years Maintenance Period including structures: no maintenance charges shall be paid for the first year; 0.50%of the Contract Price each for the second, third and fourth year; and 1% of the Contract Price for the fifth year	Bidder request to include Maintenance Payment for first year as 0.5% of the Contract Price. Maintenance Period to be reduced to 2 years.	Tender conditions remain unchanged.
20	Cl. 14.1 (i) (b), Article 14, (Maintenance Obligation of the Contractor), Pg. 76	For rigid pavement with 10 years Maintenance Period including structures: 0.25% of the Contract Price each for the first, second and third year, 0.5% of the Contract Price each for fourth, fifth, sixth and seventh year, and 0.75% of the Contract Price each for eighth, ninth and tenth year.	Bidder request to reduced Maintenance Period to 2 years and accordingly modify the percentage of payment.	Tender conditions remain unchanged.

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21	Cl. 14.1 (i) (c), Article 14, (Maintenance Obligation of the Contractor), Pg. 76	For flexible perpetual pavement with 10 years maintenance period including structures: no maintenance charges shall be paid for the first year; 0.5% of the Contract Price each for the second, third and fourth year; 0.75% of the Contract Price each for the subsequent years till laying of the renewal layer or end of maintenance period, whichever is earlier.	Bidder request to reduced Maintenance Period to 2 years and accordingly modify the percentage of payment.	Tender conditions remain unchanged.
22	Cl. 14.1 (i) (d), Article 14, (Maintenance Obligation of the Contractor), Pg.76	For stand-alone Bridge/ Tunnel works: the contractor shall be paid @ 0.25% of the Contract Price each for the first five years and @ 0.50% of the Contract Price each for the remaining period of five years.	Bidder request to reduced Maintenance Period to 2 years and accordingly modify the percentage of payment.	Tender conditions remain unchanged.
23	Cl. 17.1 (i), (a), (b), (c), **(a)**, Article 17, (Defects Liability Period), Pg 84	The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project Highway or any Section thereof, till the expiry of a period of commencing from the date of Completion Certificate (the "**Defects Liability Period**") as specified below: (a) 10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and Tunnels. This work shall be considered as standalone tunnel work for this purpose.	Bidder request to reduce the Defects Liability Period to 2 years from the Completion Certificate.	Tender conditions remain unchanged.
24	Cl. 19.2(i), Article 19, (Advance	The Authority shall make an interest-bearing advance payment (the "Advance Payment") @ "Bank Rate + 3%", equal to 10 % (ten percent)	Bidder requests to make advance payment as an interest free advance.	Tender conditions remain unchanged.

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	Payment), Pg. No 91	of the Contract Price, exclusively for mobilization expenses. The Advance Payment for mobilization expenses shall be made in two instalments each equal to 5% (five percent) of the Contract Price. The second 5% (five percent) mobilization advance would be released after submission of utilization certificate by the Contractor for the first 5% (five per cent) advance already released earlier.		
25	Cl. 19.2(i), Article 19, (Advance Payment), Pg. No. 92	In addition to above, the Authority shall make an additional interest-bearing Advance Payment against newly purchased key Construction equipment required for the works as per agreed Construction programme and brought to the site, if so requested by the Contractor subject to the same terms and conditions specified for Advance Payment for mobilisation expenses in this Agreement. The maximum of such advance shall be 5% (five per cent) of the Contract Price against Bank Guarantee.	Bidder requests to make advance payment as an interest free advance.	Tender conditions remain unchanged.
26	19.2(iii), Article 19, (Advance Payment), Pg. No 92	The Contractor may apply to the Authority for the first instalment of the Advance Payment at any time after the Appointed Date, along with an irrevocable and unconditional Bank Guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.	Bidder request to reduce the value of guarantee to 100% of value of each instalment of advance payment.	Tender conditions remain unchanged.
27	19.2(iv), Article 19, (Advance	At any time, after 60 (sixty) days from the Appointed Date, the Contractor may apply to	Bidder requests to make advance payment as an interest free advance.	Tender conditions remain unchanged.

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	Payment), Pg. No 92	the Authority for the second instalment of the Advance Payment along with an irrevocable and unconditional Bank Guarantee for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.		
28	Cl 26.3.1(i), Article 26, Arbitration, Pg. 131	Any dispute which remains unresolved between the parties through the mechanisms available/ prescribed in the Agreement, irrespective of any claim value, which has not been agreed upon/ reached settlement by the parties, will be referred to the Arbitral Tribunal as per the Arbitration and Conciliation Act.	Bidder requests Authority to make provision as "Each party shall nominate one Arbitrator and the nominated Arbitrators shall appoint the Presiding Arbitrator. The Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act 1996 and modifications thereof". The seat and venue of the Arbitration shall be Bengaluru and language of the Arbitration proceedings shall be English.	Any dispute which remains unsolved shall be settled by arbitration by a sole arbitrator as per the provisions of the arbitration and conciliation act, 1996. The seat and venue of the arbitration shall be Bangalore. The arbitration shall be conducted in the Arbitration Centre Bangalore. The language of the arbitration shall be English.
29	Cl. 26.3(vi), Article 26, Arbitration, pg. 132	Interim Payment against Award	It is requested to incorporate the following provision under Article 26.3 in line with Standard EPC Agreement approved by MoRTH. "*In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy five per cent) of the Award, pending*	Tender conditions remain unchanged.

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			final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 100 % of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to the date of final settlement of such balance."	
30	Cl. 11, Schedule-B, Pg. 156	Undertake extraction, transport & disposal of muck, soil, earth. No land shall…….The excavated material must not be used by the Contractor for commercial purposes.	Bidder requests to provide locations of the designated dumping sites.	Tender conditions remain unchanged.
31	Art. 10 / Cl. 10.2	Design approvals & proof checking	Confirm if Proof Consultant's scope explicitly covers waterproofing design, anti-buoyancy measures, and movement/expansion joints for cut-and-cover tunnel boxes; advise if specialist waterproofing review is mandated.	All GFC Drawings shall be within the scope of proof checking.
32	Schedule-D (Specs & Standards)	Tunnel design standards	Confirm governing design standards/codes (IRC/MoRTH/IS and fire & life safety) applicable to cut-and-cover works; clarify if metro/rail tunnel provisions are to be adopted by analogy.	All relevant codes and standards applicable for the design of the present work shall be applicable.
33	Art. 11 / Cl. 11.3	Methodology approval	Confirm review timelines for the excavation-and-support	a) Tender Conditions Remain unchanged for the methodology approval

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			methodology (Diaphragm-wall/secant piles/sheet piles + struts/walers) and any additional length of these elements and due to change in TCS length shall constitute COS as per Article 13.	b) COS shall be delt as per conditions of the contract stipulated therein.
34	Art. 8 / Cl. 8.1–8.3	Right of Way & damages for delay	For staged cut-and-cover construction, clarify if "Construction Zone" includes additional lateral width for bracing/strutting yards and traffic decking. If not available, confirm Damages/EoT under Cl. 8.3 and measurement basis.	The contractor has to develop their construction methodology that works shall be managed within ROW indicated in tender documents. The Authority shall provide to the Contractor the Right of Way ("ROW") to the extent described in **Schedule-A (Site of the Project)** of this Agreement. Such ROW shall be provided in accordance with the provisions of Article 8 and the conditions specified in Schedule-A. The Contractor shall plan, design (where required), and execute the Works strictly within the limits of the ROW so provided and shall be responsible for devising construction methodology, staging, excavation support systems, temporary decking (if adopted), traffic management arrangements, utility protection measures, and all temporary works necessary for execution of the Project within such ROW. The Contractor shall be deemed to have: (a)inspected the Site and its surroundings; (b) examined the available ROW and access constraints; (c) assessed the urban traffic conditions, utility corridors, adjoining properties, and working space limitations; and

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				(d) satisfied itself as to the feasibility of executing the Works within the ROW provided. Except as expressly provided in this Agreement, no additional land beyond the ROW specified in Schedule-A shall be made available to the Contractor. No claim for additional Cost or Extension of Time shall arise solely on account of the Contractor's construction methodology requiring greater working space than the ROW provided. The Contractor shall, within the ROW: (a) maintain and manage traffic in accordance with the approved Traffic Management Plan; (b) ensure safe pedestrian and emergency vehicle movement; (c) protect existing utilities unless otherwise specified; and (d) implement barricading, safety buffers, and environmental protection measures. Nothing contained herein shall relieve the Authority of its obligation to provide the ROW in accordance with Schedule-A and Article 8. In the event that the ROW is not provided in accordance with the agreed extent or timelines, the provisions relating to delay and compensation under this Agreement shall apply.
35	Art. 10 / Cl. 10.3 & 10.5	Scheduled completion, EoT for dewatering	Bidder presumes that delays solely due to unforeseen high groundwater inflows qualify for Time Extension under Cl. 10.5 and that Cl. 10.3 (ii).	Shall be delt as per tender conditions and shall be treated as negligence in care of works. The tender conditions are self-explanatory.
36	Art. 11 / Cl.	Testing & remedial works	Bidders requests Authority to make	Contractor bears all risks pertaining to

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	11.10–11.13; Sch.-K		provision of COS for remedial grouting/injection is payable if requirements exceed standard tolerances and also confirm pre-backfill watertightness/compartment tests, acceptance criteria for leakage.	geological strata and groundwater conditions. No Change of Scope shall be admissible for remedial measures.
37	Schedule-K; Art. 12 / Cl. 12.1	Tunnel-specific Tests on Completion	Specify tests for illumination, drainage pumps (duty/standby), emergency power changeover, alarms/SCADA if applicable, and witnessing protocol.	Please See Amendment -1.
38	Art. 14 / Cl. 14.1(d), 14.4–14.6	Maintenance payments & lane closures	Confirm maintenance percentage applicable to stand-alone tunnel works and whether energy charges/AMC for E&M systems are reimbursable or included; lane closure approvals and deductions per Schedule-M.	Maintenance percentage applicable to stand-alone tunnel works i.e., the Project Road is governed by Clause 14.1 (d). Energy charges/AMC for E&M systems are not reimbursable for lane closure approvals and deductions as per Schedule-M and Article 14.
39	Art. 17 / Cl. 17.1(d)	Defects Liability for tunnels	Confirm 10-year DLP applies to the tunnel civil structure; define obligations for membranes, water stops, joints (repair/replacement responsibility & timelines).	10-year DLP applies to the Project Road including tunnel civil structure, it includes functionality obligations for all components inter alia for membranes, water stops, joints and the mitigations of any defects.
40	Art. 19 / Cl. 19.2	Mobilization & equipment advance	Confirm whether trench support systems (sheet piles/struts/walers) and dewatering systems qualify for "key construction equipment" advance up to 5% of Contract Price.	Trench support systems such as sheet piles, struts and walers are temporary structural works/materials and not construction equipment envisaged under Clause 19.2 of MoRTH EPC DCA.
41	Art. 19 / Cl. 19.3–19.5; Sch.-H	Stage payment & measurement	Bidder requests the Authority to share weightages for box items (base, walls, roof, waterproofing, backfilling, deck removal, reinstatement); request to allow stage payments tied to progressive	Schedule-H provides each stage payable on completion of a percentage of given length of tunnel. Tender conditions remain unchanged.

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			completion of Tunnel box element.	
42	Art. 13	Change of Scope & rates	If cut-and-cover length/depth increases due to revised utilities/levels, than it is deemed that it will be covered under COS Article 13.	The risk of Design is assigned to EPC Contractor. The work towards shifting of utilities shall be treated as Change of Scope. Tender conditions remain unchanged.
43	Art. 8 / Cl. 8.3(iii)(b)	Deemed de-scoping after 180 days	Clarify whether stretches delayed due to NOCs (tree felling, traffic diversions) fall under deemed withdrawal after 180 days and how reinstatement/traffic decking costs will be treated.	Contract conditions are self-explanatory.
44	Art. 21	Force Majeure – flood/high GW events	Clarify treatment of extraordinary flood events causing trench inundation beyond design storm (return period) and associated EoT/cost implications.	Contract conditions are self-explanatory. Tender conditions remain unchanged.
45	Art. 18 / Cl. 18.2	Authority's Engineer review timelines	Confirm maximum review periods for urgent submissions (temporary works drawings, traffic plans) and allow deemed approval if no comments, to protect trench safety.	Contract conditions are self-explanatory. Tender conditions remain unchanged.
46	Art. 16 / Cl. 16.1; Art. 10 / Cl. 10.4	Traffic staging – Hebbal Junction & airport flows	Confirm permitted working windows, lane occupancies, barricading standards, and police permissions; specify airport-peak restrictions and how these adjust milestones.	EPC Contractor shall be responsible for liaison with traffic authorities for traffic related permissions. The contract conditions regarding extension of time etc. are self-explanatory. Tender conditions remain unchanged.
47	Art. 9 / Cl. 9.2; Art. 11 / Cl. 11.3	Utilities – BWSSB/BESCOM/Telecom/Gas	Provide owner list with nodal contacts and typical approval lead times; confirm temporary utility bridges/supports across trench are payable under Change of Scope per Cl. 13.2(iv).	Temporary utility bridges and supporting utilities is part of the EPC works. No change of scope shall be admissible for decking , utility bridges/ supports.

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48	Art. 3 / Cl. 3.3; Art. 4 / Cl. 4.10; Art. 9 / Cl. 9.3	Dewatering discharge & Hebbal Lake influence	Clarify dewatering permits (destination/quality limits), restrictions on chemical grouting near waterbodies, designated discharge points, and reimbursement of lab testing costs.	The discharge of effluents and its monitoring is governed by extent laws of Karnataka State and India. Obligations of precautions, monitoring and reporting are assigned to EPC Contractor. No reimbursement of testing etc. shall be made to the EPC Contractor. The contract conditions are self-explanatory. Tender conditions remain unchanged.
49	Art. 14 / Cl. 14.5; Art. 16 / Cl. 16.1	Maintaining campus access & emergencies	Confirm uninterrupted access for university/hostel/hospital users; provide emergency routes and minimum reaction time for removing decks/barriers during emergencies.	Uninterrupted access for university/hostel/hospital users; emergency routes shall be planned by the EPC Contractor to ensure minimum reaction time for removing decks/barriers during emergencies and required permissions and liaison shall be responsibility of EPC Contractor. The contract conditions are self-explanatory. Tender conditions remain unchanged.
50	Art. 10 / Cl. 10.5; Art. 11 / Cl. 11.14	Monsoon staging & EoT triggers	Define monsoon period for Bengaluru for EoT under prolonged wet conditions affecting trench stability/dewatering; confirm acceptance of recovery schedules across multiple affected stages.	Bidder shall refer to the climatic condition history and monsoon periods and also records and shall bid accordingly. However, for any extraordinary situations will be delt as per the conditions of the contract. Tender conditions remain unchanged.
51	Art. 10 / Cl. 10.2; Schedule-K; Art. 12 / Cl. 12.1	Tunnel drainage – performance tests	Confirm pump redundancy (N+1), duty points, flood return period, emergency storage duration, DG backup sizing, auto-changeover tests, and pass/fail criteria during Tests on Completion.	The configuration of redundancy (including duty/standby philosophy), duty points, flood return period, emergency storage duration, and DG power backup sizing shall form part of the Contractor's design responsibility and shall be subject to review and approval by the Engineer. The pass/fail criteria for Tests on Completion shall be based on successful demonstration that the drainage system performs in

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				accordance with the Approved Design, Technical Specifications, Schedule-K requirements, and is capable of maintaining the tunnel free from flooding under the specified design conditions. Tender conditions remain unchanged.
52	Art. 11 / Cl. 11.7; 11.10	Instrumentation dashboard	Confirm acceptance of real-time dashboards for piezometers, inclinometers, settlement points, and deck deflection gauges with agreed alert/action levels in monthly reporting.	The design of the instrumentation shall be prepared by the designer of the contractor on the basis of the requirements of the works during its service life. The scheme shall be approved by the authority. The instrumentation scheme shall be prepared in line with the requirements stipulated in the contract and as per good industry practices. Tender conditions remain unchanged.
53	Art. 8 / Cl. 8.2–8.3; Schedule-J	Sequenced Right of Way inside campuses	Provide campus-wise RoW handover dates and contiguous lengths suitable for staging; confirm Damages/EoT if staging widths for strutting yards are unavailable as per Programme.	Campus-wise handover dates or contiguous staging lengths beyond those specified in the Bid Documents are not proposed to be separately notified. The Contractor shall plan construction staging, temporary works and yard requirements, including strutting and support areas, within the RoW made available as per the Contract. Non-availability of additional staging widths not envisaged in the bidding documents shall not, by itself, entitle the Contractor to Damages or Extension of Time, except as may be determined by the Authority considering the Contract is demonstrably delayed.

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				Tender conditions remain unchanged.
54	Art. 19 / Cl. 19.3–19.5; Schedule-H	Progressive stage payments	Request progressive stage-payment breakup (15–25 m bays) for base/walls/roof/waterproofing/backfill/reinstatement to align with staging.	Tender conditions remain unchanged.
55	Art. 20; Schedule-P	Insurance limits – urban corridor	Confirm minimum Third-Party PD & business interruption limits considering high traffic volumes and institutional assets; include coverage for dewatering-induced settlement.	Tender conditions remain unchanged.
56	Art. 17 / Cl. 17.1(d); Art. 14 / Cl. 14.1(d)	Waterproofing warranty & responsibilities	Define minimum warranty period for membranes/waterstops; clarify rectification responsibilities during DLP vs. Maintenance Period, including cost of exposing backfill for joint repairs.	While no enhanced warranty is specified, waterproofing systems for tunnels shall be designed, constructed and tested for permanent hydrostatic conditions, with zero tolerance for leakage during DLP and Maintenance Period. Any defects, leakages or failures attributable to design, materials, workmanship or installation, including those requiring exposure of backfill, joints or interfaces, shall be rectified by the Contractor at its own cost, during the DLP and, where applicable, during the Maintenance Period, in accordance with the Contract. Tender conditions remain unchanged.
57	Art. 18 / Cl. 18.2; Art. 10 / Cl. 10.2	Review timelines & deemed approval	For urgent temporary works (support systems, deck layouts, traffic plans), request max 7-day review and deemed approval if no comments, to avoid unsafe delays.	Tender conditions remain unchanged.
58	Art. 11 / Cl.	Quarterly video / drone documentation	Confirm acceptance of drone-based	Drone-based video documentation may be

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	11.16		documentation for progress/safety audits and campus data-privacy requirements.	adopted by the Contractor for progress monitoring and safety audits, subject to prior approval of the Authority's Engineer and compliance with all applicable statutory regulations, campus-specific permissions and data-privacy/security requirements. Where drone usage is restricted, the Contractor shall provide alternative means of visual documentation acceptable to the Engineer. All visual records shall be submitted in the format, frequency and quality stipulated in the Contract or as directed by the Authority's Engineer. Tender conditions remain unchanged.
59	Art. 9 / Cl. 9.1–9.2	Critical utility outage windows	Provide committed outage windows for high-risk tie-ins (66/11 kV, trunk water/sewer mains) and escalation protocol when owner agencies miss field dates.	Committed outage windows are not stipulated in the Bid Documents and shall be coordinated by the Contractor with the respective utility owner agencies in accordance with the approved Programme. Any entitlement to Extension of Time or relief shall be determined by the Authority strictly in accordance with the Contract conditions, based on demonstrated impact on the critical path. Tender conditions remain unchanged.
60	Art. 8 / Cl. 8.8	Archaeological/geological finds	Define nodal agency and maximum response time for chance finds to minimize stoppage; confirm reimbursement of standby costs beyond a defined window.	Tender conditions are self-explanatory. Tender conditions remain unchanged.

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61	Art. 11 / Cl. 11.5; Art. 15 / Cl. 15.3	External technical audits	Confirm frequency/scope of external technical audits during construction and maintenance and inclusion of tunnel waterproofing/drainage experts.	The timing, the testing equipment and the sample size of this audit shall be as decided by the Authority. Tender conditions are self-explanatory. Tender conditions remain unchanged.
62	Art. 4 / Cl. 4.11; Art. 6 / Cl. 6.1; Art. 4 / Cl. 4.8	Geotechnical baseline & borehole data	Bid documents do not include borehole logs/GBR. Request provision of: (a) pre-bid borehole logs and lab tests; (b) a Geotechnical Baseline Report defining groundwater levels/permeability; (c) entitlement mechanism for differing site conditions (inflows/soft zones) and associated cost/time adjustments.	The Bidder is deemed to have satisfied itself to the site conditions, groundwater regime and subsurface characteristics based on available information and its own assessment. It is clarified that pre-bid borehole logs, laboratory test results or a Geotechnical Baseline Report (GBR) are not envisaged to be provided under the EPC framework. The design and construction risks associated with soil, rock, groundwater, permeability and inflows form part of the Contractor's obligations under the Contract. This Contract has no clause granting cost/time relief for unforeseeable ground conditions. The Contractor carries the site and subsurface risk. Tender conditions are self-explanatory. Tender conditions remain unchanged.
63	Art. 10 / Cl. 10.2; Art. 11 / Cl. 11.10	Hebbal Lake proximity – seepage/leakage risk	Given proximity to Hebbal Lake, define design groundwater level, allowable leakage rate per compartment, waterproofing system type (fully bonded vs. loose-laid), QA steps (spark testing/holiday detection), and long-term	It is clarified that The EPC Contractor shall investigate and assess site conditions, seasonal variations and applicable standards and propose the groundwater design level, material, quality control measures, monitoring procedures, mitigation measures and detailing and shall demonstrate that the completed

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			monitoring of inflow rates.	tunnel shall be watertight during tests on completion and completion of DLP for Authority's Engineer's approval. Tender conditions are self-explanatory. No change to the Bid Documents is envisaged.
64	Art. 3 / Cl. 3.1(iii),(iv); Art. 8 / Cl. 8.3; Art. 13	Interface with proposed Hebbal–Silk Board tunnel & Indian Railway line, BMRCL, irrigation Authority for Hebbal lake.	Confirm availability of latest alignment for the proposed Silk Board–Hebbal twin-tube tunnel (including shafts/ramps) and Indian Railway crossing and existing & proposed metro of BMRCL, KRIDE corridor constraints near the project corridor; specify single-point coordination, data sharing, and make provision of COS for delay.	The relevant data will be made available to the Successful Bidder after LOA. (Executive Engineer, BDA shall be single point of contact).
65	Art. 3 / Cl. 3.1(iii)	Obligations of Authority	Kindly include approval of GAD for RUB from IR in the scope of the Authority.	Please refer Amendment -1.
66	General	General	Bidder request the Authority to provide 10 Acre land for pre casting & setting up of camp near project site free of cost.	Tender conditions remain unchanged.
67	General	Project Duration	Bidder requests the Authority to make the completion period from 18 months to 30 months, considering the complexity of the project & the busy location.	Tender conditions remain unchanged.
68	General	Bid submission date	Bidder requests the Authority to increase the bid submission date by at least 45 days from the current bid date.	Please refer Corrigendum -1.

Sl. No.	Clause No, Section & Pg. No.	Original Clause in the Tender	Clarifications Requested	Reply
69	Cl. 2.5 RFP	Site Visit & verification of information	Bidder requests the Authority to make provision of joint visit & provide site visit certification by Executive Engineer on the same day of joint site visit.	No such joint site visit and certification thereof is envisaged. Tender conditions remain unchanged.
70	General	Art & Mural Works	Bidder requests the Authority to provide the details & specification for Mural art works.	Please refer Cl. 2 (j) of Schedule C.
71	NIT Construction Period	Construction Period – 18 Months	As the project is located in a busy urban area and considering heavy traffic at project site which may restrict construction activities. Due to this, the proposed construction period appears insufficient. We request the Authority to consider extending the construction period to 30 months. **Kindly Consider and Confirm.**	Tender conditions remain unchanged.
72	RFP 2.2.2.2 – Technical Capacity Similar Work Experience	Provided that at least either of the following: i. Two similar completed works (Tunnel) costing not less than amount equal to 35% each of estimated cost i.e., Rs. 380 Cr. (Rupees Three Hundred Eighty Crore Only) excluding GST. ii. One similar completed work (Tunnel) costing not less than amount equal to 50% of estimated cost i.e., Rs. 543 Crore (Rupees Five Hundred and Forty-Three Crore only) excluding GST.	We request you to clarify that the required cost should be only for the tunnel work or if the total cost of the project can be considered when the project includes tunnel works along with other components such as Roads, Bridges etc. **Kindly Clarify.**	The requirement of tunnel works shall be fulfilled by only tunnelling works of cost Rs. 380 Cr. for two similar completed works or Rs 543 Cr. for one similar work.

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73	RFP 2.2.2.2 – Technical Capacity	Bidder shall have completed construction of at least one tunnel consisting of single or twin tubes (including tunnel(s) for roads/ Railway/ Metro rail projects etc.) having at least 1100 mtr length by NATM or Cut and Cover method.	As per NHAI tender procedure, similar tunnel works include Road, Railway, Metro Rail, **Irrigation, and Hydro-electric projects**. We request the Authority to kindly consider the same and amend the clause accordingly. **Kindly confirm.**	Tender conditions remain unchanged.
74	DCA Annex – II (Schedule – A)	The Site of Carriageway and structures comprising the land (Existing Right of Way):	As per the Tender Documents, the **Proposed Right of Way (ROW) at most of the Entry and Exit Ramps varies from 25 meters to 37.5 meters**, which we believe is **insufficient for execution of construction activities**, including movement of construction machinery, material handling, traffic diversion, and in terms of safety. In view of the above, we kindly request the Authority to **provide a minimum of 50 meters of ROW** at all Entry & Exit ramp locations to facilitate **uninterrupted execution, safe working conditions, and smooth vehicular movement** during construction. **Kindly Confirm.**	Tender conditions remain unchanged. Works to be planned accordingly.

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75	DCA Annex – IV (Schedule – A) Environmental Clearances	Environment Clearances As per EIA notification 2006 and its amendment S.O.2559 (E) Dated 22nd August 2013, Expansion of National Highways greater than 100 km involving additional right of way or land acquisition greater than 40m on existing alignments and 60m on re-alignments or bypasses, Environmental Clearance Exempted from the purview of the Environmental Impact Assessment. The proposed tunnel project does not lie within a National Highway (NH) or State Highway (SH) corridor, but within an Urban Road network. Although designed to NH standards for mobility and operational efficiency, it does not come under the EIA Notification, 2006, in view of S.O.1533 dt 14th September 2006 and its Amendment S.O 2559(E) dated 22.08.2013. Accordingly, the project is exempted.	We understand that the proposed tunnel project does not require Environmental Clearance as mentioned under Annex – IV, Schedule A However, if any **Environmental Clearance** is required during the execution of the project, we request the Authority to take responsibility for obtaining the same since the project requires safe disposal of excavated earth generated form the tunnel excavation. The Contractor shall provide full support and assistance in this regard. **Kindly Confirm.**	**Please refer Schedule F**
76	Tender Drawings	The Tender Drawings are provided in PDF format.	We request the Authority to **provide the alignment drawings and other relevant project drawings in AutoCAD format** to facilitate review, planning, and quantity estimation purpose.	The alignment drawings and relevant project drawings have been provided in the Bid Documents in PDF format, which shall form the basis for bid preparation. Provision of AutoCAD files is not envisaged at the bidding stage. The selected Contractor shall be provided with editable drawings as required for execution, subject to the provisions of the Contract.

Sl. No.	Clause No, Section & Pg. No.	Original Clause in the Tender	Clarifications Requested	Reply
77	Tender Drawings	KMZ File	We request the authority to kindly provide **KMZ File of the alignment** for detailed assessment and better understanding of the project.	The alignment details have been provided in the Bid Documents through drawings and schedules, which shall be relied upon for bid preparation. Provision of KMZ files is not envisaged at the bidding stage. The selected Contractor may generate such working files for planning and execution purposes, based on the approved drawings, in accordance with the Contract.
78	Tender Drawings	Utilities	We request authority to provide the **details along with relocation plans of existing utilities such as water pipes, gas pipes, drains, sewers, cables, etc**. which might fall under construction site. Further, we request the authority to obtain necessary approvals from concern departments prior award of the project to save the time. **Kindly Confirm.**	Please refer Amendment -1 for Clauses under Article-9 Schedule B.

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79	General	Tunnelling Restrictions	We understand that the project operations **are allowed 24x7 basis.** As the project is located in an urban area, we request the Authority to kindly confirm whether there are any specific restrictions such as working hours or local authority permissions that may affect continuous working. Further, we request the authority to provide necessary approvals form concerned authorities for executing the construction activities round the clock to achieve the project timelines. **Kindly Confirm.**	Construction activities are envisaged on a 24×7 basis, subject to compliance with applicable laws and local authority conditions. The Contractor shall obtain all required permissions and approvals. The Authority shall facilitate and provide reasonable assistance in coordination with concerned authorities. Any restrictions imposed shall be addressed in accordance with the Contract.
80	General	Casting Yard	As the project is in the core Bengaluru city, identifying and developing a suitable casting yard within the area nearby to the project becomes very difficult for the Contractor. We request the **Authority to provide land at free of cost for casting yard within a radius of 5 km** from the project site to ensure timely execution of the Project. **Kindly Confirm.**	Tender conditions remain unchanged.

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81	General	Electrical Supply	We request the Authority to kindly **confirm that HT power supply will be provided by the Authority up to entry point of each tube**, including the laying of **necessary HT cable / overhead line** required at its own cost. **Kindly confirm.**	Provision of power supply, including arrangement and laying of HT power supply up to the Project Site/consumption points, shall be the responsibility of the Contractor in accordance with the provisions of the Contract. The Authority shall facilitate coordination with the concerned power utility, as required. No separate payment shall be admissible on this account.
82	Drawings	General	As per C/S drawing of Cut & Cover section (Drawing No: RC/1640/HO/HBT/TU/DWG/TCS/03/R0), the following details are not specified: i. Horizontal distance between secant pile inner face and RCC cut & cover wall outer face ii. Methodology for secant Pile inner face and RCC Cut & Cover wall outer face iii. Pay line / measurement line for secant pile and RCC wall iv. Type and specification of filling material between secant pile and RCC wall **Kindly Provide.**	The cut & cover drawings provided are indicative and intended to convey the design intent. Detailed dimensions, clearances, construction methodology, and interface details between secant piles and RCC cut & cover walls shall be finalized by the Contractor as part of the detailed design and submitted for approval in accordance with the Contract. Filling material, if required between secant piles and RCC walls, shall conform to the Project Specifications and shall be deemed included in the EPC Contract Amount.

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83	DCA Article 9 9.2 Shifting of Obstructing Utilities	The cost of utility shifting shall be based on the estimates given by the utility-owning agencies and shall be paid as per actuals by the Authority to the Contractor. Only supervision charges shall be paid by the Authority to the utility-owning entity.	As per the clause mentioned in the tender, we understand that the cost of Utility Shifting shall be reimbursable to contractor and supervision charges are directly paid to the utility-owning agency. **Kindly Confirm.**	Tender condition is self-explanatory. Please see Amendment -1.
84	DCA Article 9 9.3 New Utilities	The cost to be paid by the Authority to the Contractor shall be determined by the Authority's Engineer.	We request you to confirm whether the design for utility shifting or new utility works under Clause 9.3 shall be provided by the Authority or the concerned utility-owning agency, or entirely under the Contractor's scope as part of detailed design. **Kindly Confirm.**	In accordance with the provisions of DCA cl. 9.3, permanent utility works or connecting facilities required shall be executed by the Contractor. The design intent, standards, and requirements shall be as specified by the Authority and/or the concerned utility-owning agency. Detailed design, construction, and integration of such works shall form part of the Contractor's scope, subject to review and approval by the Authority's Engineer. The cost of such works shall be determined and paid in accordance with the Contract. The tender conditions remain unchanged.

85	CI No 1,2.4 of RFP and Appendix X	**BID Security:** A Bidder is required to submit, along with its Bid, a Bid Security of Rs. 10.86 Cr. Only (Rupees Ten Crore Eighty-Six Lakhs Only) (the "Bid Security or Earnest Money Deposit")5, refundable not later than 150 (One hundred fifty) days from the Bid Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. Bid Security shall be submitted in the form of Insurance Surety Bond (in the format at Appendix-X issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) or Account Payee Bank Guarantee (BG) /Electronic Bank Guarantee (e-Bank Guarantee), which shall be uploaded in e-procurement portal i.e., https://kppp.karnataka.gov.in.	We bring to your kind notice that the Appendix - X **FORM OF SURETY BOND is for** Performance Security/Additional Performance Security. We request you to provide the form of Insurance Surety Bond for Bid Security (EMD)	Please See Amedment-1
86	Article 10 3 of DCA	**<u>Liquidated Damages</u>** Maximum amount of delay damages Ten percent (10%) of the Contract Price	Maximum amount of delay damages Limited to Five percent (5%) of the Contract Price	Tender Conditions remain unchanged.
87	General	Funding Details	We are requesting to provide the fund/Loan Details for the same.	The project road shall be funded by BDA
88	General	Payment Schedule for Bridge and other associated works.	We are requesting to arrange the separate payment schedule for Bridge and other associated Works.	No bridge is envisaged in this project. May kindly refer Scope of Work.

89	General	Autocad Drawings	We request you to provide us the Soft copies of Drawings in auto cad, so that we can study, Exame & calculate the things easily	The alignment drawings and relevant project drawings have been provided in the Bid Documents in PDF format, which shall form the basis for bid preparation. Provision of AutoCAD files is not envisaged at the bidding stage. The selected Contractor shall be provided with editable drawings as required for execution, subject to the provisions of the Contract.
90	General	KMZ File	Please provide the KMZ File for the Project	The alignment details have been provided in the Bid Documents through drawings and schedules, which shall be relied upon for bid preparation. Provision of KMZ files is not envisaged at the bidding stage. The selected Contractor may generate such working files for planning and execution purposes, based on the approved drawings, in accordance with the Contract.
91	General	Land for setting up the Project facilities such as office space, quarters for the workers, Space for Plants and others during the construction stage	We request you to kindly provide the Land for setting up the Project facilities such as office space, quarters for the workers, Space for Plants and others during the construction stage	Tender conditions remain unchanged.
92	General	Payment against Material at Site	The amount to be credited to the Contractor shall be the equivalent of 80% (Eighty percent) of the Contractor's reasonable cost of materials delivered to the Site.	Tender conditions remain unchanged.

93	Date of submission		Time Provided for Bid submission is very less We request you to kindly extend the date of submission for another 1 weeks from the present bid due date, as the project is one EPC Basis, we have to prepare economical designs and drawings to submit our competitive quote	As per Corrigendum 1
94	General	Railway Permission for Box Pushing	We request the authority to provide the box pushing permission from the railway authorities including the blockages as required from railways.	Tender conditions remain unchanged.
95	General	Traffic Permission	we presumed that traffic management plan is under the scope of contractor and traffic approvals/permission shall be done by authority by concerned authority.	EPC Contractor shall be responsible for liaison with traffic authorities for traffic related permissions. The contract conditions regarding extension of time etc. are self-explanatory. Tender conditions remain unchanged.
96	General	Permissions	We presumed that all the requisite permissions are under the scope of Authority beyond that listed in Schedule F - Applicable Permits	Tender conditions are self-explanatory. No change in traffic conditions.
97	General	Completion Period	Time Period for the completion given is 18 Months is not sufficient to complete. It will take 6 months for mobilisation, approvals and other activities and 24 Months for Construction Hence, we request you to consider the completion period as 30 Months instead of 18 Months	Tender conditions remain unchanged.
98	General	General	Please Confirm that the Management Contractor Experience qualification will be allowed or not?	Qualification requirements shall be assessed strictly in accordance with the eligibility criteria specified in the RFP. No separate relaxation or clarification beyond the RFP provisions is envisaged.

99	General	Geo Technical Investigation	Any variation in the soil strata encountered during execution of the Works, as compared to the soil strata indicated in the Tender Documents and/or Geotechnical Investigation Report, shall be considered a deviation. Such deviation shall be subject to determination by the Engineer, and any adjustment to the Contract Price and/or Time for Completion shall be made to the contractor separately.	The project is being implemented under EPC mode. The Bidder is deemed to have examined the site conditions, tender documents, and available Geotechnical Investigation Reports as obtained by the contractor on performing investigation in proposed site before submission of the bid. Accordingly, variation in soil strata encountered during execution shall not constitute a deviation, and no additional payment or extension of time shall be admissible on this account, except as otherwise expressly provided in the Contract Agreement. Hence, no modification is proposed. Tender conditions remain unchanged.

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